

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

and

VERNICA ANDERSON, Intervenor

V.

THARALDSON EMPLOYEE MANAGEMENT
COMPANY, INC. and PROMUS HOTELS,
INC., d/b/a Hampton Inn

Defendants.

United States Courts
Southern District of Texas
ENTERED

JUN 07 2000

Michael N. Milby, Clerk of Court

CIVIL ACTION NO. H-99-2711

JURY TRIAL

CONSENT DECREE

The Equal Employment Opportunity Commission (“Commission” or “EEOC”) alleges that Defendants Tharaldson Employee Management Company, Inc., and Promus Hotels, Inc., are legally responsible for race discrimination, in violation of Title VII of the Civil Rights Act of 1964, and Title I of the Civil Rights Act of 1991, and age discrimination, in violation of the Age Discrimination in Employment Act of 1967, as amended. The EEOC’s lawsuit alleges that Defendants violated these federal statutes by failing to promote Vernica Anderson, a Black woman who was then age 45, to the position of Assistant General Manager of the Hampton Inn in Stafford, Texas. The lawsuit alleges that Ms. Anderson was passed over in favor of a 19-year-old White woman who was less qualified than Ms. Anderson. Intervenor joined this action and alleges claims pursuant to Title VII, 42 U.S.C. § 1981, and the common law.

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Defendants contend that they did not take into account any applicants' race, age or other prohibited characteristic in making the employment decision at issue in this case. Defendants maintain a well-established policy prohibiting unlawful discrimination. Defendants contend that the decision not to award the promotion to Vernica Anderson was based upon merit and relative qualifications -- not race or age. Put simply, Defendants contend that the most qualified person was awarded the position. Defendants deny the allegations of Plaintiff and Intervenor.

The parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law.

It is therefore ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or contained in this lawsuit, Civil Action No. H-99-2711, and in EEOC Charge No. 330-99-0456.
2. Tharaldson Employee Management Company, Inc. ("Tharaldson"), and Promus Hotels agree that they will not engage in any employment practices which violate Title VII by unlawfully discriminating against any individual because of such individual's race, and that they will not engage in any employment practices which violate the ADEA by unlawfully discriminating against any individual because of such individual's age.
3. Tharaldson and Promus Hotels agree that they will not retaliate against any individual who opposes any practice made an unlawful employment practice by Title VII or the ADEA, or against any individual who has provided testimony or evidence related to this lawsuit or to the investigation of EEOC Charge No. 330-99-0456.
4. Within ten (10) days after entry of this Consent Decree, a non-discrimination notice

will be posted at the Hampton Inn hotel located at 4714 Techniplex Drive, Stafford, Texas 77477, for a period of one (1) year after the entry of this Consent Decree. A copy of this notice is attached hereto as Exhibit "A." The notice will be posted in a location, to be agreed upon by the parties, which is conspicuous and accessible to all employees. Tharaldson shall designate a manager, whose name will be provided to the EEOC, who will be responsible for ensuring that the notice remains posted during the one (1) year period specified in this paragraph.

5. Within sixty (60) days after the Court's entry of this Consent Decree, all General Managers of Texas hotels managed by Tharaldson will receive training on federal anti-discrimination laws, including Title VII and the ADEA. The training shall include specific instruction on avoiding unlawful discrimination based on race and age. Prior to such training session, the Houston District Office of the EEOC shall receive a copy of the training presentation outline. Within ten (10) days after the completion of the training, the EEOC shall be provided with a statement listing the date on which the training was completed; the names of all attendees, their job titles, and the hotels at which they work; and all topics in the training presentation outline that were covered.

6. In exchange for Vernica Anderson's execution of a separate, full and complete release of any and all claims against Tharaldson and Promus Hotels, Inc. arising out of Ms. Anderson's employment with Tharaldson and resignation therefrom, Defendants agree to pay Vernica Anderson SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for the pain, suffering and mental anguish she has allegedly endured. Within ten (10) calendar days from the date of entry of this Decree, Defendants shall send a check in the amount of \$75,000.00 to Vernica Anderson and the Law Offices of Reginald E. McKamie, Sr. The check to Ms. Anderson shall be mailed via certified mail, return receipt requested, to Vernica Anderson at the following address: Vernica Anderson, c/o Reginald

E. McKamie, Sr., Law Offices of Reginald E. McKamie, Sr., 1210 Antoine Drive, Suite 100, Houston, Texas 77055. A copy of the check shall be sent concurrently to the Commission at the following address: Equal Employment Opportunity Commission, attn: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002.

7. Tharaldson will reinstate Vernica Anderson into her former position at the wage rate she was paid upon her resignation from Tharaldson. Tharaldson will offer Ms. Anderson the first similar Assistant Manager position in a limited service hotel that becomes available within twenty (20) miles of Ms. Anderson's residence, or which is close enough to Ms. Anderson's residence to be acceptable to her. Further, such position shall pay the average starting salary for an Assistant General Manager in the Houston metropolitan area. For purposes of benefits and service, Vernica Anderson's service shall be deemed to have commenced at the time of her initial employment, with no broken service. Tharaldson is obligated to offer Ms. Anderson only one Assistant General Manager position that falls within the foregoing geographical region. Ms. Anderson must accept such offer within 3 business days from the date the offer is made to her. If Ms. Anderson chooses not to accept the offer, Tharaldson will not be obligated to offer Ms. Anderson a second Assistant General Manager position. However, Ms. Anderson will be eligible to re-apply for a subsequent Assistant General Manager position as it becomes available.

8. A copy of this Consent Decree shall be given to all Tharaldson Area Directors in Texas. The Area Directors shall sign a form acknowledging receipt of a copy of this Decree. A copy of each acknowledgment of receipt form shall be sent to the Commission at the following address: Equal Employment Opportunity Commission, attn: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002. The forms will be returned to the Commission within twenty (20)


days of the entry of this Consent Decree.

9. Tharaldson agrees to segregate in a separate, confidential folder all documents related to Ms. Anderson's charge of discrimination and the Commission's lawsuit. These documents shall not be part of Ms. Anderson's personnel file. Further, Tharaldson agrees not to reference any of the following to any potential employer of Ms. Anderson: Ms. Anderson's charge of discrimination, the Commission's lawsuit, this Consent Decree entered in the Commission's lawsuit, or any general release signed by Ms. Anderson in connection with the resolution of this lawsuit.

10. This Decree shall remain in effect for three (3) years from the date of signing. During such time, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be necessary or appropriate.

11. The parties shall bear their own costs and attorney's fees.

Signed on this 7th day of June, 2000.


 KENNETH M. HOYT
 United States District Judge



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Houston District Office**

1919 Smith St, 7th Floor
Houston, TX 77002-8049
PH: (713) 209-3320
TDD: (713) 209-3439
FAX: (713) 209-3381
LEGAL: (713) 209-3401

**NOTICE
PURSUANT TO TITLE VII OF THE CIVIL RIGHTS ACT OF 1964,
THE CIVIL RIGHTS ACT OF 1991
AND THE AGE DISCRIMINATION IN EMPLOYMENT ACT**

- (1) With respect to hiring, compensation, discharge, or any terms, conditions, or privileges of employment, Federal law requires that employers must not discriminate against employees or applicants for employment because of an individual's sex, religion, race, color, national origin, age or disability.
- (2) Tharaldson Employee Management Company supports and will comply with such Federal law in all respects, and will not take any adverse action against individuals because of their sex, religious practices or beliefs, race, color, national origin, age or disability with respect to hiring, compensation, discharge or the terms, conditions or privileges of employment.
- (3) Tharaldson Employee Management Company will not engage in any employment practices that have the effect of creating or tolerating a hostile environment for employees because of their sex, religious beliefs, religious practices, race, color, national origin, age or disability. Tharaldson Employee Management Company will promptly investigate any claims of unlawful harassment, and will take prompt and appropriate action in response to any well-founded claim.
- (4) Employees who believe they have been subjected to illegal employment discrimination can contact the Equal Employment Opportunity Commission ("EEOC") at 1919 Smith Street, Houston, TX 77002, (713) 209-3372.

SIGNED THIS _____ DAY OF _____, 2000.

Signature of Representative of Tharaldson Employee Management Company

Printed Name and Title

THIS NOTICE WILL REMAIN POSTED FOR ONE YEAR FROM THE DATE OF SIGNATURE.

Exhibit "A"